



**CALIFORNIA CULTURAL AND HISTORICAL ENDOWMENT**

**REQUEST FOR PROPOSAL CCHE 2011.01**

Notice to Prospective Proposers

August 22, 2011

You are invited to review and respond to this Request for Proposal (RFP), entitled *CCHE 2011.01 First Publication in the Landmarks California Series*. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, you may obtain a copy by contacting Andrea Oren at (916) 654-0158.

In the opinion of the California State Library, California Cultural and Historical Endowment, this RFP is complete and without need of explanation. However, if you have any questions, or should you need any clarifying information, please contact:

Lynnda Fair, CCHE  
Phone: (916) 653-1330  
Email: [endowment@library.ca.gov](mailto:endowment@library.ca.gov)

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum or posted in response to questions on the CSCR website at [www.bidsync.com](http://www.bidsync.com).

Andrea Oren, Contract Administrator  
(916) 654-0158

California Cultural and Historical Endowment (CCHE)  
Request for Proposal CCHE 2011.01

*First Publication in the Landmarks California Series*

**I. GENERAL INFORMATION**

CCHE is requesting proposals from entities that may lead to the award of a contract for the publication of the first book in a planned series of books on the Landmarks California Project. The anticipated contract term is October 7, 2011 - August 20, 2012. The selection process will be based on evaluation of the written proposals, as further described in Section XI.

**II. INTRODUCTION – PURPOSE AND DESCRIPTION OF SERVICES**

This Request for Proposal (RFP) solicits proposals from qualified individuals or entities to work with the CCHE to produce the first book in a planned series of publications on California's historic resources.

Specifically, the selected proposer will be asked to write, edit, design, typeset, proofread, handle all prepress issues, print, distribute, publicize and otherwise market, warehouse, catalog, and ship a book that describes the contributions of California's first licensed female architect, Julia Morgan. The CCHE will assign the Contractor the exclusive right to print, publish and sell the book. The California State Library (CSL) on behalf of the CCHE will reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for public library and state government purposes, the copyright in any work developed under this contract, and any rights of copyright to which the Contractor purchases ownership with funds under this contract. Specifically, CSL may mount copyrighted material produced or purchased under this contract on State of California or affiliates' websites for public access and viewing.

**III. BACKGROUND**

The California Cultural and Historical Endowment (CCHE) was created by legislation in 2002 and is codified in Education Code, Section 20070 et seq. The legislation created a new state entity that has funded with state obligation bond funds over 150 projects that tell the stories of California as a unified society and of the many groups of people that together comprise historic and modern California.

CCHE's enabling legislation required that it not only distribute bond funding, but that it also help better reflect California's historical cultural legacy by telling stories of people who played a significant yet largely invisible role in California's development.

CCHE created *Landmarks California: The Places of Our Diverse Histories and Cultures*, a partnership with like-minded statewide organizations and individuals to help find and share the untold stories of California. The program includes a publication series to help convey the untold story being shared through the *Landmarks California* activities. The pilot project of the *Landmarks California* program tells the story of California's first female licensed architect, Julia

Morgan, and her prolific architectural legacy which includes over 700 buildings in California. This initial book in the planned *Landmarks California* series will tell Julia Morgan's story.

#### IV. MINIMUM QUALIFICATIONS

Proposers must have the following minimum qualifications and be able to provide supporting documentation.

- A minimum of at least 10 years of verifiable experience in publishing books on California art, culture, architecture, and history.
- A principal author with knowledge of Julia Morgan and verifiable experience of having written and published widely.
- Demonstrated capacity for working closely and creatively with writers, book designers, artists, and printers on printed works
- Demonstrated ability to produce books on schedule and within budget;
- Strong sales representation in the State of California, including full-time marketing personnel and strong programming and outreach capacity

#### V. KEY ACTION DATES:

|                      |  |
|----------------------|--|
| August 22, 2011      | CCHE releases and advertises the RFP in the State Contracts Register and CCHE website.   |
| September 6, 2011    | Final Date for Proposal Submission. Proposal must be received at the California State Library by email to <a href="mailto:endowment@library.ca.gov">endowment@library.ca.gov</a> with a cc to <a href="mailto:aoren@library.ca.gov">aoren@library.ca.gov</a> by 2 p.m. on Friday, September 2, 2011. |
| September 7-12, 2011 | CCHE reviews submitted proposals.  |
| September 13, 2011   | Notice of Intent to Award  |
| September 20, 2011   | Proposed Award Date  |
| October 7, 2011      | Anticipated Contract Start Date  |

#### VI. SCOPE OF WORK

1. Research the life and architectural legacy of California's first female licensed architect, Julia Morgan;
2. Identify at least six buildings to include in the publication by November 1, 2011.
3. Develop and submit a manuscript of at least 10,000 words by January 15, 2012, that will tell the story of Julia Morgan's life and showcase the selected buildings that representative of Ms Morgan's range and skills. The text should not be academic but should be accessible to a wide lay audience. CCHE's Executive Officer will be responsible for approving the manuscript by January 31, 2012, so as to meet the remaining tasks in the printing timeline.

4. Develop and submit by February 20, 2012, a design concept with the inclusion of photographic material provided in usable form by the CCHE and minimal use of historic photographs. CCHE will provide by December 31, 2011, all photographic materials in the form of high resolution photographic files, scans, transparencies, etc. of the buildings to be included in the publication. The book shall be in paperback and of a size not to exceed 8" x 6" (horizontal) and between 70 to 90 pages in length with photos, maps, and graphics throughout, full color printing throughout, with a glossy full color cover, with a print run of 5,000.
5. Upon CCHE approval of the final manuscript and design concept, the applicant will:
  - a. Layout the book;
  - b. Proofread the book;
  - c. Copyedit the book; and
  - d. Provide all necessary acknowledgments and bibliographic information;
6. The applicant will serve as co-publisher with the CCHE/Landmarks California and both will be credited accordingly in the book and in catalog copy, press release materials, and other like locations in a language to be mutually determined.
7. Present a final electronic proof to the CCHE by March 31, 2012.
8. Identify and work with a skilled printer with specialized expertise in the world of literary publications for all issues related to the printing of the document.
9. Ensure the successful printing of 5,000 copies of the book by August 20, 2012.
10. Receive, warehouse, and insure the books.
11. Prepare a marketing and distribution plan for the book that includes a web-based component that offers the book for sale to the book trade, libraries, wholesalers, distributors, and individuals.
12. Provide the book to retailers and wholesalers at customary trade discounts.
13. Arrange at least five outreach events in California designed to raise awareness and interest in the book, including events at academic conferences devoted to California history. The CCHE is supporting publication of this book because it wishes to increase awareness and appreciation for historical and cultural resource preservation and to demonstrate the many positive outcomes of historic preservation: environmental and financial sustainability, a means of telling the many stories that comprise California's diverse history, and a social fabric strengthened by a sense of pride and belonging to the community. Accordingly, the applicant will make special efforts to promote the books as widely as it can, sponsor author events, get the book prominently reviewed and discussed and in doing so promote historic and cultural resource preservation in ways that are appropriate.

14. Maintain clear and accurate records regarding all sales activity and provide semi-annual reports to the CCHE on the number of books sold, the amount billed for such sales, and any returns or credits, and payment of royalties, as specified below, for any potential printings following depletion of the initial printing of 5,000 copies, within 90 days from the end of the period to which such royalties would apply. The Contractor will provide 300 copies of the book free of charge to the CCHE for its own use with the remaining 4,700 to be retained by the Contractor. Of the books to be retained by the Contractor, 400 will be made available as review copies, complimentary or promotional copies, and damages. The cover price of the book shall be no higher than \$13 per unit in order to ensure that the end product is affordable to a wide spectrum of individuals. The applicant is allowed to sell the remaining 4,300 books to book trade wholesalers, libraries, individuals, museums, and the CCHE (for any copies desired beyond the initial 300 copies), etc. at an average discount of 50%, retaining the funds generated as an offset to publication and distribution costs related to the book.
15. If a second printing is initiated sometime in the future and at the sole discretion of the Contractor, the Contractor will cover the entire cost of a second printing (including any changes, corrections, and royalties or other payments due to the author or authors) and will pay to the CCHE a royalty of ten percent (10%) of net income received from the sale of any and all books beyond the initial first printing of 5,000 copies. "Net sales" shall be defined as all money received less money collected from customers for sales tax or shipping.

## **VII. DELIVERABLES**

1. Provision of names (if applicable) and addresses of at least six Julia Morgan public or private buildings reflective of the architect's work and suitable for inclusion in the book by November 1, 2011;
2. Submission of a manuscript for the book no later than January 15, 2012.
3. Submission of a design concept by February 20, 2012.
4. Submission of a final proof by March 31, 2012.
5. Submission of a marketing and distribution plan by June 1, 2012.
6. Delivery or warehousing of 5,000 books by August 31, 2012.
7. No fewer than five outreach events in California by December 31, 2012.
8. Submission of half-yearly sales reports for the first two years following publication of the book, starting with a report for the period ending on February 28, 2013.

## VIII. SUBMISSION OF PROPOSAL

1. Proposals should provide straightforward and concise descriptions in narrative form, including appropriate examples, of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
2. Proposals must **include the documents identified in the attached checklist (Attachment 1 – Checklist)**. Proposals not including the required attachments properly filled out and signed, where applicable, shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic requirements.
3. The proposal package should be prepared in the least expensive method possible and must be submitted by email with all attachments included and submitted at the same time.
4. Proposals must be emailed to the following address: [endowment@library.ca.gov](mailto:endowment@library.ca.gov) with a cc to [aoren@library.ca.gov](mailto:aoren@library.ca.gov)  
***Proposals must be received in the email accounts noted above no later than 2:00 pm PST on Friday, September 2, 2011. Proposals received after this date and time will not be considered. It is the Contractor's responsibility to verify receipt.***
5. Proposals must be submitted for the performance and timeframes of all the services described herein. Any deviation will not be considered and will cause a proposal to be rejected.
6. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
7. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
8. An individual who is authorized to bind the proposing firm contractually shall sign and email the Bid/Bidder Certification Sheet (Attachment 2). The certification sheet and the signature on the proposal submittal must indicate the title or position that the individual holds in the firm.
9. Prior to the submission deadline, a proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
10. A proposer may withdraw a proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with 8) above. A

bidder may thereafter submit a new proposal prior to the submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.

11. The awarding agency may modify the RFP prior to the date fixed for submission of bids by the issuance of an addendum posted on the California State Contracts Register at [www.BidSync.com](http://www.BidSync.com).
12. The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
13. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
14. No additions or increases to the agreement amount will be made due to a lack of careful examination of specifications and timeframes.
15. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
16. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
17. No oral understanding or agreement shall be binding on either party.
18. No current state employees or officers are allowed to submit a bid. Any bid submitted by a state employee will be automatically rejected.

## **IX. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

For purposes of this solicitation, DVBE participation is waived. However, to encourage DVBE participation, a DVBE Incentive is included as described in Section X.2. below.

## **X. BID PREFERENCES AND INCENTIVES**

### **1. SMALL BUSINESS ENTERPRISE PREFERENCE**

Certified small businesses (SB) or microbusinesses (MB) may claim a five percent (5%) bid preference. Bidders must complete Attachments 9 and 10 and attach a current copy of their certification letter from the Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services to claim this preference. (Information on the Small Business Enterprise Preference Program can be obtained at [www.pd.dgs.ca.gov](http://www.pd.dgs.ca.gov).)

Non-small businesses which commit to subcontracting 25% of the bid amount to a certified SB/MB firm may receive a five percent (5%) bid preference provided that the application of

the preference does not displace a SB/MB as the low bidder. (I.e., if after the preference has been applied to the SB and the SB is not the low bid, the preference will then be applied to non-SBs which subcontract 25% of the bid amount to SB/MB subcontractors.) Bidders must complete Attachments 9 and 10 and attach a current copy of their subcontractor's certification letter(s) from the Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services.

Proposers with SB participation will have their points increased by 5% of the total points awarded to the highest scoring proposer.

## **2. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) INCENTIVE**

A DVBE Incentive is included in this RFP in order to promote contracting with DVBEs. Participation in the DVBE Incentive is optional and at the discretion of the proposer. The DVBE incentive percentage is from one percent (1%) to five percent (5%), depending on the amount of (sub)contracting with a DVBE.

If a proposer is responsible and responsive, and selects one or more certified DVBE subcontractors to perform commercially useful functions in this contract (CUF), the Incentive percentage will be applied at the time of proposal evaluation, providing the proposer does not displace a certified small business (unless the proposer is also a certified small business). If the DVBE subcontractor does not meet the CUF requirement, the DVBE Incentive will not be applied. In order to have the DVBE Incentive applied, Attachment 11 (DVBE Declarations) must be completed and signed by each DVBE prime or subcontractor that will be used for this contract, as identified on Attachment 9 (Bidder Declaration).

### **Commercially Useful Function (CUF)**

The selected DVBE(s) must perform a commercially useful function (CUF) pertinent to the specifications of this RFP. This means that the DVBE:

- Is responsible for a distinct element of the work of the contract
- Carries out its obligation by actually performing, managing or supervising the work involved
- Performs work that is normal for its business, services and functions
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

### **DVBE Incentive Scale**

The following scale will be applied to this RFP. Proposers with DVBE participation will have their points increased by the percentage of the total points awarded to the highest scored non-DVBE bidder. (I.e., if 1% of the total contract amount is subcontracted to a DVBE, then 1% of the highest points scored will be added to that proposer's evaluation.)

| Confirmed DVBE Participation Level for the DVBE Incentive | Incentive Applied |
|---|-------------------|
| 1.0 – 1.99% of total contract amount                      | 1%                |
| 2.0 up to 2.99%   | 2%                |
| 3.0 up to 3.99%   | 3%                |
| 4.0 up to 4.99%   | 4%                |
| 5% or Higher  | 5%                |

## XI. PROPOSAL EVALUATION AND SELECTION

Proposals are due electronically to [endowment@library.ca.gov](mailto:endowment@library.ca.gov) with a cc to [aoren@library.ca.gov](mailto:aoren@library.ca.gov) by 2 p.m. on Friday, September 2, 2011. Each proposal submitted will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

**Late submittals and packages which are incomplete, contain false or misleading statements, provide references that do not support an attribute or condition claimed by the bidder, or generally do not meet stated requirements may be deemed non-responsive and eliminated from further consideration.**

### 1. QUALIFICATIONS AND REFERENCE CHECKS

The highest-scoring proposers will be reviewed to verify the required qualifications and experience. Inability to verify qualifications and experience or contact references may be cause for rejection. Negative references may be cause for rejection.

### 2. BIDDER PREFERENCES APPLIED

The 5% Small Business Bid Preference and DVBE Incentive will be applied in accordance with regulations and as described in Section X above.

### 3. EVALUATION OF QUALIFICATIONS

Each proposal will be evaluated on the basis of the following minimum qualification and experience requirements which will constitute 70% of the score:

- A minimum of at least 10 years of verifiable experience in publishing books on California art, culture, architecture, and history.
- A principle author with proven knowledge of Julia Morgan and verifiable experience of having written and published widely.
- Demonstrated capacity for working closely and creatively with writers, book designers, artists, and printers on printed works;
- Demonstrated ability to produce books on schedule and within budget;

- Strong sales representation in the State of California, including full-time marketing personnel and strong programming and outreach capacity;
- References

#### 4. EVALUATION OF COST

Once all responsive and qualified proposals have been evaluated, cost will be evaluated. Cost will constitute 30% of the score.

**Cost points** will be scored using the following steps:

The Cost of Low Bid among all responsive and qualified proposals will be identified.

A Cost Factor will be computed (to three decimal places) for each proposal:

$$\text{Cost Factor} = \text{Cost of Low Bid} \div \text{Cost of Proposal}$$

Cost Points will be computed (to two decimal places) for each proposal:

$$\text{Cost Points} = \text{Cost Factor} \times 30$$

Example:            Cost of Low Bid = \$28,500  
                          Cost of Proposal = \$32,900

$$\text{Cost Factor} = \$28,500 \div \$32,900 = 0.866$$

$$\text{Cost Points} = 0.866 \times 30 = 25.98$$

## XII. AWARD AND PROTEST

### 1. CONTRACT AWARD

Award will be made to the highest scoring proposer, after the Small Business Preference and DVBE Incentive have been applied and certification status verified. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

### 2. DISPOSITION OF BIDS

Upon proposal opening and review, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

### 3. NOTICE OF AWARD

Notice of the proposed award shall be posted at the California State Library, 900 N Street, Sacramento, CA 95814 for five (5) working days prior to awarding the agreement. Notice will also be posted on the CCHE website: [www.endowment.library.ca.gov](http://www.endowment.library.ca.gov)

### 4. PROTEST

If any proposer, prior to the award of agreement, files a protest with the California State Library and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California State Library a detailed statement specifying the grounds for the protest.

## XIII. CONTRACTOR'S RESPONSIBILITIES

### 1. USE OF SUBCONTRACTOR

Proposers may propose to use subcontractors to satisfy portions of the Library's requirements as described in this RFP; however, one contractor shall be identified as the prime contractor accountable for the proposal and performance under the contract. The prime contractor shall remain solely responsible for performance under the contract and shall be liable for all acts and omissions of subcontractors. The prime contractor shall provide a list of all proposed subcontractors on this project, including company name, address, telephone number, and percentage of the contract awarded to the subcontractor. (See Attachment 9.) Each and every condition contained herein to be performed by the prime contractor shall be binding on any subcontractor.

## XIV. CONTRACT REQUIREMENTS AND RESPONSIBILITIES

### A. PAYEE DATA RECORD (STD 204)

Upon contract award, Contractor must complete a Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading Standard Forms. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

**B. CONTRACTOR CERTIFICATION CLAUSES**

Upon contract award, Contractor must complete submit the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.ols.dgs.ca.gov/contracts](http://www.ols.dgs.ca.gov/contracts).

**C. AGREEMENT EXECUTION AND PERFORMANCE**

Service shall start on the express date set by the California State Library, after all approvals have been obtained and the contract is fully executed. Should the Contractor fail to provide the required documents as stated in this section, including a prompt return of a signed contract agreement (STD 213), and fail to commence work at the agreed upon time, the State Library, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Bid price and the actual cost of performing work by another contractor. All performance under the agreement shall be completed according to the specified timeframe on or before the termination date of the agreement.

**D. RIGHT TO TERMINATE**

The State reserves the right to terminate the resulting agreement with the awarded Contractor, subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided in the agreement.

If the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract, the contract can be terminated for cause. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**ATTACHMENT 1****REQUIRED ATTACHMENT CHECK LIST**

A complete proposal package will consist of the items identified below.

**Submission of each attachment is mandatory (Attachments 1 through 11), along with the required documents and samples. Failure to complete and return these attachments may cause your bid to be rejected and deemed non-responsive.**

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. This checklist should be returned with your bid package also.

| <b><u>Attachment</u></b>               | <b><u>Attachment Name/Description</u></b>   |
|--|---|
| <input type="checkbox"/> Attachment 1  | Required Attachment Check List (this page)  |
| <input type="checkbox"/> Attachment 2  | Bid/Bidder Certification Sheet and Instructions (2 pages)   |
| <input type="checkbox"/> Attachment 3  | Cost Proposal (1 page)  |
| <input type="checkbox"/> Attachment 4  | References (1 page)   |
| <input type="checkbox"/> Attachment 5  | Proposal Submission Form (2 pages) and additional documents and samples required  |
| <input type="checkbox"/> Attachment 6  | Samples of four (4) book designs, showing cover, title pages, and at least six interior pages in color pdf form.              |
| <input type="checkbox"/> Attachment 7  | Sample of published text from proposed principle author   |
| <input type="checkbox"/> Attachment 8  | Resumes for each writer and book designer working in the project.   |
| <input type="checkbox"/> Attachment 9  | Bidder Declaration and Instructions (2 pages)   |
| <input type="checkbox"/> Attachment 10 | Small Business Preference and Disabled Veteran Business Enterprise Incentive (1 page) and certification letters if applicable |
| <input type="checkbox"/> Attachment 11 | DVBE Declarations if applicable (Std 843) (1 page)  |

**ATTACHMENT 2****BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be submitted electronically along with all the required attachments as an entire package and the email signature will certify compliance with all the requirements of this bid document.

**A Bid/Bidder Certification Sheet Without An Email Signature May Be Cause for Rejection**

|   |   |   |
|---|---|---|
| 1. Company Name   | 2. Telephone Number<br>(   )            | 2a. Fax Number<br>(   )                 |
| 3a. Email Address   |   |   |
| 3b. Street Address, City, State, and Zip Code   |   |   |
| Indicate your organization type:  |   |   |
| 4. <input type="checkbox"/> Sole Proprietorship   | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number:   |   |   |
| 7. Federal Employee ID No. (FEIN)   | 8. California Corporation No.           |   |
| 9. Indicate applicable license and/or certification information:  |   |   |
| 10. Bidder's Name (Print)   | 11. Title                               |   |
| 12. <b>Signature</b><br>(provide via electronic submission –email and email)  | 13. Date                                |   |
| 14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:<br>a. California Small Business Enterprise<br>Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, enter certification number: _____<br>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, enter your service code below: _____ |   |   |
| <b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is<br>Date application was submitted to OSBCR, if an application is   |   |   |

### Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

| Item Numbers | Instructions   |
|--------------|--|
| 1, 2, 2a, 3  | Must be completed. These items are self-explanatory.   |
| 4            | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.   |
| 5            | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.      |
| 6            | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.  |
| 7            | Enter your federal employee tax identification number.   |
| 8            | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.  |
| 9            | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.   |
| 10,11        | Must be completed. These items are self-explanatory.   |
| 12           | Your bid must be submitted electronically. Accordingly, the email transmittal will certify compliance. You must include an email "signature" on the transmittal  |
| 13           | Must be completed. This item is self-explanatory.  |
| 14           | If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR. |

**ATTACHMENT 3 – COST PROPOSAL**

By submitting this bid, Contractor is attesting to having sufficient personnel, equipment, materials, etc. to perform all the requirements of this RFP within the timeframe specified.

The following cost includes all labor, equipment, materials, services, travel, shipping, etc., needed to complete all the requirements of the contract.

**TOTAL LUMP SUM**      \$ \_\_\_\_\_

**ATTACHMENT 4 - REFERENCES**

Please list below two (2) references of work performed within the past ten (10) years that demonstrate your experience in meeting the requirements set forth in this RFP.

|  |                          |           |
|--|--------------------------|-----------|
| <b>REFERENCE 1</b>   |                          |           |
| Name of Customer:  |                          |           |
| Street Address:  |                          |           |
| City:  | State:                   | Zip Code: |
| Contact Person:  | Telephone Number: (    ) |           |
| Dates of Project (start/finish dates of publication):          |                          |           |
| Size of Book:                      words or pages (circle one) |                          |           |
| Scope of Promotional Activities:                               |                          |           |

|  |                          |           |
|--|--------------------------|-----------|
| <b>REFERENCE 2</b>   |                          |           |
| Name of Customer:  |                          |           |
| Street Address:  |                          |           |
| City:  | State:                   | Zip Code: |
| Contact Person:  | Telephone Number: (    ) |           |
| Dates of Project (start/finish dates of publication):          |                          |           |
| Size of Book:                      words or pages (circle one) |                          |           |
| Scope of Promotional Activities:                               |                          |           |

**ATTACHMENT 5: CCHE 2011-01 PROPOSAL SUBMISSION FORM**

1. Company/Organization Name: \_\_\_\_\_
2. Statement regarding familiarity, knowledge and experience with publishing and book distribution.  
(Attach additional sheets as needed, but do not exceed 350 words)

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3. List titles of at least 10 books on California printed within the last 10 years. For **two** of those titles submit **copies of externally written reviews of those books, the original budget, final cost and production run.** (Attach additional sheets as needed)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

4. Name of Principle Author and brief (NTE 150 words) statement of qualifications for the task, including level of knowledge of Julia Morgan. Include the title of at least one published work of fiction or nonfiction, the length of the piece, and the year published. Attach actual written piece as Attachment 7.

Name of Principle Author: \_\_\_\_\_

Qualifications, including level of knowledge of Julia Morgan:

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Title of Published Work: \_\_\_\_\_

Length: \_\_\_\_\_ Year Published: \_\_\_\_\_

5. Statement regarding artistic philosophy and experience in designing books, not to exceed 350 words. Include as Attachment 6 at least four (4) samples of book designs, showing the cover, title pages, and at least six interior pages. Color pdfs preferred.

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6. Statement of experience in marketing, promoting, and selling books. *(Attach additional sheets as needed, but do not exceed 250 words)*

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7. Statement of experience in working closely and creatively with writers, designers, and printers on publications. *(OK to attach additional sheets as needed, but do not exceed 250 words)*

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8. Statement regarding ability to produce books on schedule and within budget. *(Attach additional sheets as needed, but do not exceed 250 words)*

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9. List names of project partners and submit resumes as Attachment 8 for all writers and book designers involved in the project.

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**ATTACHMENT 6**

**SAMPLES OF FOUR (4) BOOK DESIGNS, SHOWING COVER, TITLE PAGES, AND AT LEAST SIX INTERIOR PAGES IN COLOR PDF FORM.**

**ATTACHMENT 7**

**SAMPLE OF PUBLISHED TEXT FROM PROPOSED PRINCIPLE AUTHOR**

**ATTACHMENT 8**

**RESUMES FOR EACH WRITER AND BOOK DESIGNER  
WORKING IN THE PROJECT**

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): \_\_\_\_\_ or None \_\_\_\_\_ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes \_\_\_\_\_ No \_\_\_\_\_  
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

| Subcontractor Name, Contact Person,<br>Phone Number & Fax Number | Subcontractor Address<br>& Email Address | CA Certification<br>(MB, SB, DVBE or None) | Work performed or goods provided<br>for this contract | Corresponding<br>% of bid price | Good<br>Standing? | 51%<br>Rental? |
|--|--|--|---|---------------------------------|-------------------|----------------|
|  |  |  |   |                                 |                   |                |
|  |  |  |   |                                 |                   |                |
|  |  |  |   |                                 |                   |                |

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
  - Small Business (SB)
  - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
  - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
  - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.
- If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

**ATTACHMENT 10 – SB PREFERENCE AND DVBE INCENTIVE**

**Please do not claim the SB Preference and/or DVBE Incentive unless you have commitments from SB and/or DVBE vendors to participate in this contract as noted on Attachment 9. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code 999.5(d)).**

**SMALL BUSINESS ENTERPRISE BID PREFERENCE**

**Check one:**

- ☐ Prime contractor is a small or micro-business certified by the State of California, Office of Small Businesses and DVBE Certification (OSDC).  
Certification # \_\_\_\_\_. Copy of certification letter is attached.
- ☐ Company is a large business and will subcontract at least 25% of the bid price of this contract with the certified small or micro-businesses performing a commercially useful function as indicated on Attachment 9 "Bidder Declaration" form. Copies of certification letters are attached.
- ☐ Small business bid preference does not apply, and is not claimed.

**DVBE INCENTIVE**

**Check one:**

- ☐ Prime contractor is a disabled veteran business enterprise (DVBE) certified by the State of California, Office of Small Businesses and DVBE Certification (OSDC).  
Certification # \_\_\_\_\_. Copy of certification letter is attached.
- ☐ Company is a large business and will subcontract \_\_\_\_ percent of the total contract amount with the certified DVBE performing a commercially useful function as indicated on Attachment 9, "Bidder Declaration" form. Copies of certification letters are attached.
- ☐ DVBE Incentive preference does not apply, and is not claimed.

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2006)

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

**SECTION 1**

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_  
(FOR STATE USE ONLY)**SECTION 2****APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Owner/Manager)\_\_\_\_\_  
(Signature of DV Owner/ Manager)\_\_\_\_\_  
(Date Signed)\_\_\_\_\_  
(Printed Name of DV Owner/Manager)\_\_\_\_\_  
(Signature of DV Owner/Manager)\_\_\_\_\_  
(Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**SECTION 3****APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g).* *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Date Signed)\_\_\_\_\_  
(Address of Owner)\_\_\_\_\_  
(Telephone)\_\_\_\_\_  
(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Manager)\_\_\_\_\_  
(Signature of DV Manager)\_\_\_\_\_  
(Date Signed)

Page \_\_\_\_ of \_\_\_\_

AGREEMENT NUMBER

**CSL11-139**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California State Library

CONTRACTOR'S NAME

2. The term of this Agreement is: October 7, 2011 through August 20, 2012  
Or upon approval of OLS, whichever is later

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C\* – General Terms and Conditions GTC-610

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California State Library

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Stacey A. Aldrich, State Librarian of California

ADDRESS

P.O. Box 942837, Sacramento, CA 94237-0001

California Department of General  
Services Use Only

☐ Exempt per:

## EXHIBIT A

### SCOPE OF WORK

1. Contractor agrees to provide to the California State Library (CSL), California Cultural and Historical Endowment (CCHE) as described herein:

Write, edit, design, typeset, proofread, handle all prepress issues, print, distribute, publicize and otherwise market, warehouse, catalog, and ship a book that describes the contributions of California's first licensed female architect, Julia Morgan. The CCHE will assign the Contractor the exclusive right to print, publish and sell the book. The California State Library (CSL) on behalf of the CCHE will reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for public library and state government purposes, the copyright in any work developed under this contract, and any rights of copyright to which the Contractor purchases ownership with funds under this contract. Specifically, CSL may mount copyrighted material produced or purchased under this contract on State of California or affiliates' websites for public access and viewing.

*Due to the specialized skills needed for this project, and the complex nature of it, these services are unavailable within civil service.*

2. The project representatives during the term of this agreement will be:

|  |            |
|--|------------|
| State Agency:<br>California State Library<br>California Cultural and Historical Endowment (CCHE) | Contractor |
| Name: Mimi Morris  | Name:      |
| Phone: 916-651-0237  | Phone      |
| Fax: 916- 651-9871   | Fax:       |
| eMail: <a href="mailto:mmorris@library.ca.gov">mmorris@library.ca.gov</a>                        |            |

Direct all inquiries to:

|  |                              |
|--|------------------------------|
| State Agency:<br>California State Library<br>California Cultural and Historical Endowment (CCHE) | Contractor:<br>Section/Unit: |
| Attention: Lynnda Fair   | Attention:                   |
| Address: 900 N Street<br>Sacramento, CA 95814  | Address:                     |
| Phone: 916-653-1330  | Phone:                       |
| Fax: 916- 651-9871   | Fax:                         |
| eMail: <a href="mailto:lfair@library.ca.gov">lfair@library.ca.gov</a>                            |                              |

### 3. BACKGROUND

The California Cultural and Historical Endowment (CCHE) was created by legislation in 2002 and is codified in Education Code, Section 20070 et seq. The legislation created a new state entity that has funded with state obligation bond funds over 150 projects that tell the stories of California as a unified society and of the many groups of people that together comprise historic and modern California.

CCHE's enabling legislation required that it not only distribute bond funding, but that it also help better reflect California's historical cultural legacy by telling stories of people who played a significant yet largely invisible role in California's development.

CCHE created *Landmarks California: The Places of Our Diverse Histories and Cultures*, a partnership with like-minded statewide organizations and individuals to help find and share the untold stories of California. The program includes a publication series to help convey the untold story being shared through the *Landmarks California* activities. The pilot project of the *Landmarks California* program tells the story of California's first female licensed architect, Julia Morgan, and her prolific architectural legacy which includes over 700 buildings in California. This initial book in the planned *Landmarks California* series will tell Julia Morgan's story.

#### 4. DETAILED DESCRIPTION OF WORK

- a. Research the life and architectural legacy of California's first female licensed architect, Julia Morgan;
- b. Identify at least six buildings to include in the publication by November 1, 2011.
- c. Develop and submit a manuscript of at least 10,000 words by January 15, 2012, that will tell the story of Julia Morgan's life and showcase the selected buildings that representative of Ms Morgan's range and skills. The text should not be academic but should be accessible to a wide lay audience. CCHE's Executive Officer will be responsible for approving the manuscript by January 31, 2012, so as to meet the remaining tasks in the printing timeline.
- d. Develop and submit by February 20, 2012, a design concept with the inclusion of photographic material provided in usable form by the CCHE and minimal use of historic photographs. CCHE will provide by December 31, 2011, all photographic materials in the form of high resolution photographic files, scans, transparencies, etc. of the buildings to be included in the publication. The book shall be in paperback and of a size not to exceed 8" x 6" (horizontal) and between 70 to 90 pages in length with photos, maps, and graphics throughout, full color printing throughout, with a glossy full color cover, with a print run of 5,000.
- e. Upon CCHE approval of the final manuscript and design concept, the applicant will:
  1. Layout the book;
  2. Proofread the book;
  3. Copyedit the book; and
  4. Provide all necessary acknowledgments and bibliographic information;
- f. The applicant will serve as co-publisher with the CCHE/Landmarks California and both will be credited accordingly in the book and in catalog copy, press release materials, and other like locations in a language to be mutually determined.
- g. Present a final electronic proof to the CCHE by March 31, 2012.
- h. Identify and work with a skilled printer with specialized expertise in the world of literary publications for all issues related to the printing of the document.
- i. Ensure the successful printing of 5,000 copies of the book by August 20, 2012.
- j. Receive, warehouse, and insure the books.
- k. Prepare a marketing and distribution plan for the book that includes a web-based component that offers the book for sale to the book trade, libraries, wholesalers, distributors, and individuals.

- l. Provide the book to retailers and wholesalers at customary trade discounts.
- m. Arrange at least five outreach events in California designed to raise awareness and interest in the book, including events at academic conferences devoted to California history. The CCHE is supporting publication of this book because it wishes to increase awareness and appreciation for historical and cultural resource preservation and to demonstrate the many positive outcomes of historic preservation: environmental and financial sustainability, a means of telling the many stories that comprise California's diverse history, and a social fabric strengthened by a sense of pride and belonging to the community. Accordingly, the applicant will make special efforts to promote the books as widely as it can, sponsor author events, get the book prominently reviewed and discussed and in doing so promote historic and cultural resource preservation in ways that are appropriate.
- n. Maintain clear and accurate records regarding all sales activity and provide semi-annual reports to the CCHE on the number of books sold, the amount billed for such sales, and any returns or credits, and payment of royalties, as specified below, for any potential printings following depletion of the initial printing of 5,000 copies, within 90 days from the end of the period to which such royalties would apply. The Contractor will provide 300 copies of the book free of charge to the CCHE for its own use with the remaining 4,700 to be retained by the Contractor. Of the books to be retained by the Contractor, 400 will be made available as review copies, complimentary or promotional copies, and damages. The cover price of the book shall be no higher than \$13 per unit in order to ensure that the end product is affordable to a wide spectrum of individuals. The applicant is allowed to sell the remaining 4,300 books to book trade wholesalers, libraries, individuals, museums, and the CCHE (for any copies desired beyond the initial 300 copies), etc. at an average discount of 50%, retaining the funds generated as an offset to publication and distribution costs related to the book.
- o. If a second printing is initiated sometime in the future and at the sole discretion of the Contractor, the Contractor will cover the entire cost of a second printing (including any changes, corrections, and royalties or other payments due to the author or authors) and will pay to the CCHE a royalty of ten percent (10%) of net income received from the sale of any and all books beyond the initial first printing of 5,000 copies. "Net sales" shall be defined as all money received less money collected from customers for sales tax or shipping.

## **5. DELIVERABLES**

- a. Provision of names (if applicable) and addresses of at least six Julia Morgan public or private buildings reflective of the architect's work and suitable for inclusion in the book by November 1, 2011;
- b. Submission of a manuscript for the book no later than January 15, 2012.
- c. Submission of a design concept by February 20, 2012.
- d. Submission of a final proof by March 31, 2012.
- e. Submission of a marketing and distribution plan by June 1, 2012.
- f. Delivery or warehousing of 5,000 books by August 31, 2012.
- g. No fewer than five outreach events in California by December 31, 2012.
- h. Submission of half-yearly sales reports for the first two years following publication of the book, starting with a report for the period ending on February 28, 2013.

## 6. USE OF SUBCONTRACTORS

Contractor shall remain solely responsible for performance under the contract and shall be liable for all acts and omissions of subcontractors. Each and every condition contained herein to be performed by the prime contractor shall be binding on any subcontractor.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Service Rate**

All work described herein shall be performed for a lump sum of \$\_\_\_\_\_.

**2. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California State Library  
Internal Accounting  
P. O. Box 942837  
Sacramento, CA 94237-0001

**3. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**4. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## EXHIBIT E

### **ADDITIONAL PROVISIONS**

#### **1. Right to Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority

#### **2. SB and DVBE REPORTING REQUIREMENTS**

If this contract was awarded with Small Business (SB) Preference and/or the Disabled Veteran Business Enterprise (DVBE) Incentive, Contractor must provide quarterly reports on SB and/or DVBE participation. The Contractor will list at the end of each quarter: the name and address of each SB and/or DVBE that participated in the performance of the contract to date and the amount each SB and/or DVBE received from the prime contractor. At the completion of this contract, the Contractor must certify in a report: (1) the total amount of the contract to be invoiced; (2) the name and address of the SB and/or DVBE that participated in the performance of the contract; (3) the amount each SB and/or DVBE received from the prime contractor; (4) that all payments under the contract have been made to the SB and/or DVBE; and (5) the actual percentage of SB and/or DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&VC 999.5(d)).

This report must accompany Contractor's invoice or the invoice will be disputed.

#### **3. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Chair of the Board of the California Cultural and Historical Endowment within ten (10) days of discovery of the problem. Within ten (10) days, the Chair or Designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Chair or Designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.